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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

1. Name of Registrant Daniel J. Edelman, Inc.	2. Registration No. 3634
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for _____
- ☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- ☐ Other purpose (specify) _____
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

British Airways Contract

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Exhibit B filed on behalf of British Airways is amended to include the fully executed Contract with the foreign principal (attached).

INTERNAL SECURITY
SECTION
REGISTRATION UNIT

96 FEB 15 P3:36

RECEIVED
DEPT. OF JUSTICE
CRIMINAL DIVISION

The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

John M. Carter

(All copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at Washington, D.C.
this 8th day of February, 19 96 Ladon Denise Barnes
(Notary or other officer)
My commission expires September 30, 1997
My commission expires _____

DANIEL J. EDELMAN, INC.

1500 Broadway
New York, New York 10036-4015
Phone (212) 768-0550
Fax (212) 704-0128

40 Public Relations Worldwide
EDELMAN

February 3, 1993

Mr. Sandy Gardiner
Senior Vice President
British Airways
75-20 Astoria Blvd.
Jackson Heights, NY 11370

Dear Sandy:

This letter, when signed by you will constitute our agreement to serve as public relations counsel for BA effective February 1, 1993 and covering the period through the end of the month of February.

You agree to pay our firm a fee of \$40,000 for professional services. This fee encompasses the services of all members of our team in the New York office.

British Airways is responsible for reimbursing Edelman for all expenses incurred on your behalf, including standard administrative/operating costs and production costs such as phone, fax, messenger, travel and printing, subject to a standard agency service charge of 17.65%. There will be an upper limit of \$500 on any expense item which must receive your prior authorization.

As outlined in Edelman's original presentation materials and our subsequent memoranda and discussions, we will plan, design and implement a comprehensive public relations program for BA, including but not limited to compilation and analysis of constituent audiences, organizing team briefings and work assignments, developing briefing materials and backgrounder documents, media monitoring and production of information kits, all designed in furtherance of BA's goals with respect to the US Air transaction.

We will submit our initial invoice for professional fees immediately, and invoices for administrative expenses and vendors' expenses monthly as they occur. All invoices for fees and disbursements are due and to be paid within thirty days after the date of the invoice.

You agree to indemnify and save us harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, which we may incur (or to which we may be a part), arising out of actions taken or statements made by us at your direction or based upon information provided by you and any and all losses, claims, damages, expenses, or liabilities related to the use of your products or services.

Chicago Dallas Houston Los Angeles New York St. Louis San Francisco Silicon Valley Washington
Buenos Aires Dublin Frankfurt London Madrid Melbourne Mexico City Milan Montreal Paris Sydney Toronto
Hong Kong Kuala Lumpur Singapore Tokyo

Daniel J. Edelman, Inc.

We agree to indemnify and save you harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, which you may incur (or to which you may be a party) resulting from gross negligence on our part.

We agree to keep confidential all information and material so designated by you and to limit access to such information and materials to those with a need to know.

It is agreed that any dispute arising out of this agreement or by actions of either party hereto in implementing this agreement will be settled by arbitration according to the rules of the American Arbitration Association.

During the period of this agreement and for one year after its termination neither you nor we will, without the consent of the other, engage as an employee (either directly or indirectly) any person who is employed or has been employed within the last six months by the other.

Please sign both copies of this letter, retaining one copy for your files and returning the other to us.

Sincerely,

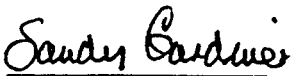


Michael Morley
Deputy Chairman

February 3, 1993
Date

For: DANIEL J. EDELMAN, INC.

AGREED AND ACCEPTED



Feb. 11, 1993
Date

For: British Airways